RECENT IMPORTANT DECISIONS

ADVERSE POSSESSION—TACKING.—To a suit in ejectment, defendant pleaded, (1) the statute of limitations of seven years, claiming adverse possession for that length of time; (2) also twenty years' adverse possession as a basis for the presumption of a grant. The possession relied upon is partially that of defendant's predecessor, between whom and defendant there was no privity. *Held,* (1) the defense of the statute of limitations is without merit. Successive possessions cannot be tacked to make up the period of that statute unless connected by privity; (2) but no privity is necessary to raise the presumption of a grant where the possession relied upon is continuous for twenty years, and this defense must prevail. *Ferguson* v. *Prince,* (Tenn. 1916) 190 S. W. 548.

The defendant's claim should have been rested on the statute of limitations, and not on the presumption of a lost grant. That statute should be considered as one of repose, and operate to defeat a title to land continuously held by adverse claimants for the statutory period, regardless of privity. This is the law of England, but is the minority rule in this country. *Rich* v. *Naffziger,* 255 Ill. 98, 99 N. E. 341; *Wishart* v. *McKnight,* 178 Mass. 356. The court reached the proper conclusion by employing the fiction of a lost grant, but the presumption of such a grant is correctly invoked only where the right claimed is an easement in land, and not the land itself. See 11 MICH. L. REV. 245.

ATTORNEY AND CLIENT—QUANTUM MERUIT.—Plaintiffs, who were attorneys at Los Angeles, wired Mumford, who lived in New Jersey, that he was heir to an estate in California; sent some information and details which were used by Mumford; and asked to be employed as associate attorneys, stating terms. Later they forwarded other information at Mumford's request, and were twice consulted by Mumford's New Jersey attorney as to possible employment. They now seek to recover quantum meruit for services rendered. *Held,* they are entitled to no compensation. *In re Mumford's Estate,* (Cal. 1916) 160 Pac. 667.

To support such recovery, there must be an evident showing that the services were rendered with some understanding or expectation by both parties that compensation was to be made. *In re McPherson's Estate,* 129 La. 182; *Paul* v. *Wilbur,* 189 Mass. 48. And the court found no such understanding in the principal case. On the contrary, it found that the information was given under the understanding that it was necessary to an intelligent decision whether or not plaintiff's services were necessary, and not that they should be paid therefor. This presumption arose from plaintiff's own letter, stating that Mumford was "to be put to no expense unless we are employed and are successful," and this was strengthened by the fact that the plaintiffs said nothing as to their claim when it became apparent that they would not be employed. It is clear that there can be no recovery where the attorney acts without defendant's knowledge or consent, even though it be admitted

that his services were beneficial and the result valuable. *Morris & Crow* v. *Kesterson,* (Tex. Civ. App. 1905), 88 S. W. 277. But there may be a recovery on an implied contract on proof of knowledge of defendant that plaintiff was rendering services for him as his attorney, he expressing no dissent to their rendition. *Davis* v. *Walker,* 131 Ala. 204, 31 So. 554. In *Paul* v. *Wilbur,* supra, an attorney drew up the necessary papers for the incorporation of a railroad, which was sold by the attorney's client to defendant, who proceeded to consummate the incorporation plans. At his request, plaintiff attorney delivered said papers to defendant, and it was held that the defendant must have anticipated paying for said services, and was therefore liable. The attorney's rights against defendant were held not to be affected by an agreement, unknown to him, that defendant was taking title to the road for the benefit of the original client, who was to furnish the papers drawn by plaintiff. In *Succession of Kernan,* 105 La. 592, 30 So. 239, one of the several parties interested in the succession employed plaintiff attorney professedly for himself and his co-heirs. The latter stood by, making no objection, and availing themselves of plaintiff's efforts, and it was held that they were also liable to him for fees. This case was relied on by plaintiff in *In re McPherson's Estate,* supra, but there the one employing plaintiff did not profess to be employing him for the other co-heirs, but on the contrary, made them defendants in part of the litigation. The fact that the other co-heirs, through their attorneys, joined plaintiff and his client in another phase of the suit, in which they were equally benefited, was held not to render them liable in any way to plaintiff. The fact that they had employed attorneys to represent them was emphasized by the court as clearly showing that they had never considered plaintiff as being employed for them.

BANKRUPTCY—DISCHARGE BARRED BY FRAUDULENT TRANSFER.—An insolvent debtor, owning a number of stores, with intention to break the leases on two of the unprofitable ones, organized a corporation, of which he held all the stock except a few shares held by his wife and another, conveyed to it the remaining stores, and after the appointment of his trustee in bankruptcy, delivered the corporate stock to such trustee. *Held,* that the conveyance of his property to the corporation hindered and delayed the creditors, hence was fraudulent as to them and a bar to a discharge. *In re Braus,* 237 Fed. 139.

When the legal effect of the conveyance is to hinder or delay creditors, the intent will be presumed regardless of actual motives. *Logan* v. *Logan,* 22 Fla. 561, 1 Am. St. Rep. 212; *Matthews* v. *Thompson,* 186 Mass. 14, 104 Am. St. Rep. 550. In the following cases the legal effect of transfers to corporations was held to be to hinder and delay creditors: *Mulford* v. *Doremus,* 60 N. J. Eq. 80, 45 Atl. 688; *Kelley* v. *Pollock and Bernheimer,* 57 Fla. 459, 49 So. 934, 131 Am. St. Rep. 1101; *Bank* v. *Trebein,* 59 Oh. St. 316, 52 N. E. 834; *Benton* v. *Minn. Tailoring Co.,* 73 Minn. 498, 76 N. W. 265; *Kellogg* v. *Douglas County Bank,* 58 Kan. 43, 48 Pac. 587, 62 Am. St. Rep. 596. But in the following cases the holdings were to the contrary. *Plant* v. *Billings-Drew,* 127 Mich. 11, 86 N. W. 399; *Scripps* v. *Crawford,* 123 Mich. 173, 81 N. W. 1098. Where the firm is solvent independently of the stock received in ex-